

<i>SERFF Tracking Number:</i>	<i>TRVD-125667662</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Charter Oak Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-05-0034</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL Child Care Services</i>		
<i>Project Name/Number:</i>	<i>GL Child Care Services/2008-05-0034</i>		

Filing at a Glance

Companies: The Charter Oak Fire Insurance Company, NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: GL Child Care Services	SERFF Tr Num: TRVD-125667662	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-05-0034	State Status: Fees verified and received
Filing Type: Form	Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Authors: Margaret Salisbury, Tia Slivinsky	Disposition Date: 06/12/2008
Date Submitted: 05/29/2008	Disposition Status: Approved
Effective Date Requested (New): 08/01/2008	Effective Date (New):
Effective Date Requested (Renewal): 08/01/2008	Effective Date (Renewal):

State Filing Description:

General Information

Project Name: GL Child Care Services	Status of Filing in Domicile: Authorized
Project Number: 2008-05-0034	Domicile Status Comments: Authorized in CT, Pending in NY
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 06/12/2008	
State Status Changed: 06/12/2008	Deemer Date:
Corresponding Filing Tracking Number: N/A	
Filing Description:	
In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.	

SERFF Tracking Number: TRVD-125667662 State: Arkansas

First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 2008-05-0034

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: GL Child Care Services

Project Name/Number: GL Child Care Services/2008-05-0034

With this filing, we are introducing two new optional endorsements Child Care Services XTEND Endorsement Form CG D4 08 04 08 and Amendment of Bodily Injury Definition Form CG D4 09 04 08. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Margaret Salisbury, Senior Regulatory Analyst MSALSBUR@travelers.com
 One Tower Square (860) 277-6470 [Phone]
 Hartford, CT 06183 (860) 954-0580[FAX]

Filing Company Information

The Charter Oak Fire Insurance Company	CoCode: 25615	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0291290	

NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	CoCode: 27073	State of Domicile: New York
One Tower Square	Group Code: 2558	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 98-0032627	

The Phoenix Insurance Company	CoCode: 25623	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0303275	

The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0566050	

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The Travelers Indemnity Company of America CoCode: 25666 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 01683 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 58-6020487

The Travelers Indemnity Company Of CoCode: 25682 State of Domicile: Connecticut
Connecticut Group Code: 3548 Company Type:
One Tower Square Group Name: State ID Number:
Hartford, CT 06183 FEIN Number: 06-0336212
(860) 277-6470 ext. [Phone]

Travelers Property Casualty Company of CoCode: 25674 State of Domicile: Connecticut
America Group Code: 3548 Company Type:
One Tower Square Group Name: State ID Number:
Hartford, CT 06183 FEIN Number: 36-2719165
(860) 277-6470 ext. [Phone]

SERFF Tracking Number: TRVD-125667662 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: GL Child Care Services
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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Flat Fee
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Travelers Property Casualty Company of America	\$0.00	05/29/2008	
The Charter Oak Fire Insurance Company	\$50.00	05/29/2008	20558417
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$0.00	05/29/2008	
The Phoenix Insurance Company	\$0.00	05/29/2008	
The Travelers Indemnity Company	\$0.00	05/29/2008	
The Travelers Indemnity Company of America	\$0.00	05/29/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	05/29/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/12/2008	06/12/2008

SERFF Tracking Number: TRVD-125667662 State: Arkansas
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Disposition

Disposition Date: 06/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Transmittal Document	Approved	Yes
Form	Child Care Services XTEND	Approved	Yes
	Endorsement		
Form	Amendment Of Bodily Injury Definition	Approved	Yes

SERFF Tracking Number: TRVD-125667662 State: Arkansas

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Child Care Services XTEND Endorsement	CG D4 08 04 08	04-2008	Endorsement/Amendment/Conditions	New		CG D4 08 04 08 - Child Care Services XTEND.pdf
Approved	Amendment Of Bodily Injury Definition	CG D4 09 04 08	04-2008	Endorsement/Amendment/Conditions	New		CG D4 09 04 08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CHILD CARE SERVICES XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Child Care Services Acts, Errors Or Omissions | L. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers |
| B. Incidental Medical Malpractice | M. Blanket Additional Insured – State Or Political Subdivisions – Permits Relating To Premises |
| C. Reasonable Force Property Damage And Corporal Punishment Bodily Injury – Exceptions To Expected Or Intended Injury Exclusion | N. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations |
| D. Damage To Premises Rented To You | O. Blanket Additional Insured – Owner, Manager Or Lessor Of Premises |
| E. Aircraft Chartered With Pilot | P. Blanket Additional Insured – Lessor Of Leased Equipment |
| F. Non-Owned Watercraft Less Than 75 Feet | Q. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement |
| G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion | R. Knowledge And Notice Of Occurrence Or Offense |
| H. Personal Injury – Assumed by Contract | S. Unintentional Omission |
| I. Increased Supplementary Payments | T. Blanket Waiver Of Subrogation |
| J. Broadened Named Insured And Who Is An Insured | |
| K. Bodily Injury To Co-Employees And Co-Volunteer Workers | |

PROVISIONS**A. CHILD CARE SERVICES ACTS, ERRORS OR OMISSIONS**

- The following is added to the definition of “occurrence” in the **DEFINITIONS** Section:
“Occurrence” also means an act, error or omission in providing or failing to provide “child care services”.
- The following is added to the **DEFINITIONS** Section:
“Child care services” means the care, instruction or supervision of children of others, and the development or implementation of educational, developmental or recreational activity programs, in your business as a child care provider.
- The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts, errors or omissions committed in providing or failing to provide “child care services” to any one child will be deemed to be one “occurrence”.

B. INCIDENTAL MEDICAL MALPRACTICE

- The following is added to the definition of “occurrence” in the **DEFINITIONS** Section:
“Occurrence” also means an act or omission committed in providing or failing to provide “incidental medical services”, first aid or “Good Samaritan services” to a person.
- The following is added to Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**:
Unless you are in the business or occupation of providing professional health care services, this paragraph does not apply to “bodily injury” arising out of providing or failing to provide:
(i) “Incidental medical services” by any of your “employees” who is a nurse practitioner, registered nurse, licensed practical nurse, emergency medical technician, paramedic, audiologist or speech therapist; or

- (ii) First aid or "Good Samaritan services". Any of your "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Incidental medical services" means:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1)(d) of **SECTION II – WHO IS AN INSURED**.

C. REASONABLE FORCE PROPERTY DAMAGE AND CORPORAL PUNISHMENT BODILY INJURY – EXCEPTIONS TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property; or
- (2) "Bodily injury" resulting from corporal punishment to a child administered by or at the direction of any insured in the course of providing "child care services", unless corporal punishment is prohibited by law.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit on the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

8. This Provision D. does not apply if coverage for Damage To Premises Rented To You of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is excluded by another endorsement to this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

F. NON-OWNED WATERCRAFT LESS THAN 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that, with your expressed or implied consent, either uses or is responsible for the use of a watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion **a.**, **Knowing Violation Of Rights Of Another**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY**:

This exclusion does not apply to “personal injury” caused by malicious prosecution.

H. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The following is added to Exclusion **e.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of “personal injury” assumed in a contract or agreement that is an “insured contract”, provided the “personal injury” is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of “personal injury”, provided:

- (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces Paragraph **2.d.** of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:
 - d. The allegations in the “suit” and the information we know about the “occurrence” or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 3. The following replaces the third sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, or the provisions of Paragraph **2.e.** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for “bodily injury” and “property damage”, or damages for “personal injury”, and will not reduce the limits of insurance.
 4. The following replaces Paragraph **f.** of the definition of “insured contract” in the **DEFINITIONS** Section:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury,” “property damage” or “personal injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 5. This Provision **H.** does not apply if coverage for **COVERAGE B PERSONAL AND ADVERTISING INJURY** is excluded by another endorsement to this Coverage Part.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

J. BROADENED NAMED INSURED AND WHO IS AN INSURED

1. The following is added to the Named Insured in Item 1. of the Common Policy Declarations:

Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of this policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is provided only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form the organization; or

- (2) Until the end of the policy period, if you report such organization in writing to us within 180 days after you acquire or form the organization, even if there are more than 180 days remaining until the end of the policy period;

3. The following is added to **SECTION II - WHO IS AN INSURED**:

Each of the following is also an insured:

- a. Your trustees, board members or commissioners, but only with respect to their duties as your trustees, board members or commissioners.
 - b. Any person while acting as a student teacher with you as part of their educational requirements.

K. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph(1)(a) above does not apply to "bodily injury" to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

L. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense committed, after you have signed and executed that contract or agreement; and
 - b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- (1) The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply to:
 - (a) Any "bodily injury" or "property damage" that occurs, or any "personal injury" or "advertising injury" caused by an offense committed, after such contract or agreement is no longer in effect; or
 - (b) Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

M. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

N. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of such operations.

Coverage under this provision does not apply to:

1. Any “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of operations performed for that state or political subdivision; or
2. Any “bodily injury” or “property damage” included in the “products – completed operations hazard”.

O. BLANKET ADDITIONAL INSURED—OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Occurs after you have signed and executed that contract or agreement;
- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf; and
- c. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- (1) The limits of insurance afforded to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply to:
 - (a) Any person or organization that has been added as an additional insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement’s schedule;
 - (b) Any “bodily injury” or “property damage” that occurs after you cease to be a tenant in that premises; or
 - (c) Any “bodily injury” or “property damage” arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

P. BLANKET ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on the Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Occurs after you have signed and executed that contract or agreement;
- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf; and
- c. Arises out of the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- (1) The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply:
 - (a) To any person or organization that has been added as an additional insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement's schedule;
 - (b) To any "bodily injury" or "property damage" that occurs after the equipment lease expires; or
 - (c) If the equipment is leased to you with an operator.

Q. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- 1. Occurs after you have signed and executed that contract or agreement; and
- 2. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which the written contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The insurance provided to such person or organization where required by written contract or agreement is subject to the following provisions:

- (1) The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less;
- (2) If such insured is an architect, engineer or surveyor, the insurance provided to such insured does not apply to "bodily injury" or "property damage" arising out of such insured's providing or failing to provide any professional services, including:
 - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities; and
- (3) Coverage under this provision does not apply to:
 - (a) Any person or organization that has been added as an additional insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement's schedule;
 - (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business; or
 - (c) Any person or organization from whom you have acquired "your product", or any ingredient of, or that contains, "your product".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV --COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. a., b., c. or d. of **SECTION II – WHO IS AN INSURED**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization; that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

S. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV --COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have agreed in a written contract or agreement to waive your right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal injury" or "advertising injury" caused by an offense committed;
- after you have signed and executed that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following replaces the definition of "bodily injury"
in the **DEFINITIONS** section:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

<i>SERFF Tracking Number:</i>	<i>TRVD-125667662</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Charter Oak Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-05-0034</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL Child Care Services</i>		
<i>Project Name/Number:</i>	<i>GL Child Care Services/2008-05-0034</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125667662 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-05-0034
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL Child Care Services
Project Name/Number: GL Child Care Services/2008-05-0034

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	06/12/2008

Comments:

Attachments:

AR NAIC Transmittal Doc.pdf
AR NAIC - Form Filing Schedule.pdf

		Review Status:	
Satisfied -Name:	Forms Transmittal Document	Approved	06/12/2008

Comments:

Attachments:

CG D4 08 04 08-Transmittal.pdf
CG D4 09 04 08-Transmittal.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
The Travelers Companies Inc.	3548
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	2558

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Travelers Indemnity Company	CT	25658	06-0566050	
The Charter Oak Fire Insurance Company	CT	25615	06-0291290	
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212	
The Travelers Indemnity Company of America	CT	25666	58-6020487	
The Phoenix Insurance Company	CT	25623	06-0303275	
Travelers Property Casualty Company of America	CT	25674	36-2719165	
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	NY	27073	98-0032627	

5. Company Tracking Number	2008-05-0034
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Margaret Salsbury One Tower Sq. 8 MN Hartford, CT 06183	Senior Regulatory	(860) 277-6470	(860)954-0580	MSALSBUR@travlers.com
7. Signature of authorized filer		<i>Margaret M. Salsbury</i>		
8. Please print name of authorized filer		Margaret Salsbury		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 08/01/2008 Renewal: 08/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	05/29/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-05-0034
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are introducing two new optional endorsements Child Care Services XTEND Endorsement Form CG D4 08 04 08 and Amendment of Bodily Injury Definition Form CG D4 09 04 08. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: N/A - EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-05-0034		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Child Care Services XTEND Endorsement	CG D4 08 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amendment Of Bodily Injury Definition	CG D4 09 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Child Care Services XTEND Endorsement	CG D4 08 04 08	New Form	E-GL-O	<p>[B] This form is designed for Child Care Services operations—principally daycare/preschools. The XTEND Endorsement provides a “package” of coverage enhancements to the Commercial General Liability Coverage Part. It combines commonly requested coverages into a single form, thus eliminating many separate endorsements, and providing efficiency of operations and processing.</p> <p>A full description of the coverages provided appears below.</p>

GENERAL DESCRIPTION OF COVERAGE: Presents an ‘overview’ by describing, in general terms, all of the enhancements included in the endorsement. Cautions the policyholder to carefully read all the PROVISIONS to determine the exact coverage provided by each enhancement.

- A. Child Care Services Acts, Errors Or Omissions.** This provision is intended to eliminate ambiguity whether a claim that is otherwise covered under the policy is caused by an “occurrence” (covered) versus an ‘act error or omission’. Accordingly, the definition of “occurrence” has been modified to include an act, error or omission in providing or failing to provide “child care services”. “Child care services” is a defined term introduced under this provision which means the care, instruction or supervision of children of others, and the development or implementation of educational, developmental or recreational activity programs, in your business as a child care provider.
- B. Incidental Medical Malpractice.** The standard ISO CGL form excludes this coverage. This coverage is excess over any valid and collectible other insurance and is intended only for the incidental exposures of those named insureds that are not in the health care business and applies only when the “employee” is working within the course and scope of employment (no coverage for “moonlighting”). The types of “employees” that are included are nurse practitioner, registered nurse, licensed practical nurse, emergency medical technician, paramedic, audiologist, or speech therapist employed by the named insured. A limitation to this coverage applies to “bodily injury” or “property damage” arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.
- C. Reasonable Force Property Damage And Corporal Punishment Bodily Injury – Exceptions To Expected Or Intended Injury Exclusion.** The standard ISO CGL form provides coverage for “bodily injury” resulting from the use of reasonable force in the protection of persons or property. Part **a.(1)** of this provision extends the coverage to apply to “property damage” as well. **Part a.(2)** extends the coverage to corporal punishment administered by the insured in the course of providing “child care services”—unless of course corporal punishment is prohibited by law.

D. Damage To Premises Rented To You. Broadens the basic coverage for Damage To Premises Rented To You Liability in the following ways:

1. Increases the basic Damage To Premises Rented To You Limit to the higher of \$300,000 or the amount shown on the Declarations.
2. Introduces the defined term “premises damage”. The basic policy covers only damage by fire, however the new endorsement does not restrict coverage to a designated peril—instead, “property damage” is the trigger of coverage. Also, “premises damage” includes contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

E. Aircraft Chartered With Pilot. Adds to “Aircraft, Auto or Watercraft” Exclusion an exception, so that coverage is extended to apply to “bodily injury” or “property damage” arising from an aircraft chartered with a pilot, to any insured. This coverage does not apply if the chartered aircraft is owned by any insured (and not being used to carry persons or property for a charge).

F. Non-Owned Watercraft Less Than 75 Feet. The standard ISO CGL form provides coverage for “bodily injury” or “property damage” arising out of the use of non-owned watercraft that are less than 26 feet long (and not being used to carry persons or property for a charge). This Provision broadens coverage in two ways:

1. The length of such covered non-owned watercraft is increased to less than 75 feet long.
2. Extends coverage to any person (not just persons who are insureds under the policy) who, with the expressed or implied consent of the named insured, either uses or is responsible for the use of the watercraft described in 1. above.

G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion. The standard ISO GL form excludes “personal injury” arising out of a knowing violation of the rights of another person by the insured. This provision broadens the coverage to provide an exception for “personal injury” arising out of allegations of malicious prosecution.

H. Personal Injury – Assumed by Contract. The standard ISO CGL form excludes “personal injury” assumed by contract. This provision broadens coverage by amending the **Contractual Liability** exclusion in Coverage B. Personal and Advertising Injury to remove the limitation to “personal injury” assumed in a contract.

I. Increased Supplementary Payments. This Provision increases the amount we will pay for the cost of bail bonds from \$250 to \$2500. We also increase the amount we will pay for loss of earnings from \$250 a day to \$500 a day.

J. Broadened Named Insured And Who Is An Insured. This provision simplifies the maintenance of the Named Insured policy schedule in two ways:

1. Amends the Named Insured item 1 of the Common Policy Declarations to list a broad range of named insured entity types, of which the named insured is the sole owner or in which the named insured maintains the majority ownership interest on the effective date of the policy.
2. The standard ISO GL form extends coverage automatically to newly acquired or formed organizations, but for a period of only 90 days or to the end of the policy period, whichever comes first. This Provision extends the automatic coverage period to 180 days, and for the entire remaining policy period if the insured notifies us of the new entity within that 180 day period.

K. Bodily Injury To Co-Employees And Co-Volunteer Workers This provision extends coverage by amending the Who Is An Insured provision for “employees” and “volunteer workers” as insureds to not apply the exclusion for “bodily injury” to co-“employees” or other “volunteer workers” when such “bodily injury” occurs in the course of employment or while performing duties for the named insured.

L. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers. This Provision extends coverage to any person or organization that is a mortgagee, assignee, successor or receiver and that the named insured has agreed in a written contract or agreement to include as an additional insured.

- M. Blanket Additional Insured – State Or Political Subdivisions – Permits Relating To Premises.** This provision extends coverage to any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented to or loaned to the insured.
- N. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations.** This Provision extends coverage to any state or political subdivision that has issued a permit for operations performed by the insured or on their behalf.
- O. Blanket Additional Insured – Owner, Manager Or Lessor Of Premises.** This Provision extends coverage to a person or organization when required by a written contract or agreement and arising out of the ownership, maintenance or use of that part of any premises lease to the insured under that written contract or agreement.
- P. Blanket Additional Insured – Lessor Of Leased Equipment.** This Provision extends coverage to a person or organization when required by a written contract or agreement for lease of equipment without an operator.
- Q. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement.** This Provision extends coverage to any person or organization that the insured agrees to add as an additional insured under a written contract or agreement requiring insurance.
- R. Knowledge And Notice Of Occurrence Or Offense.** Sometimes, It may take some time before an executive officer, partner, member, or the person designated to handle insurance matters is made aware of all but the most severe incidents or potential losses. Our customers want to be sure that we will not deny a claim based on untimely notice, if the appropriate person does not receive notice in a timely manner. This provision ensures that the clock starts ticking only when an individual responsible for reporting has knowledge of the “occurrence” or offense. It also provides objective criteria for reporting claims initially thought to be Workers Compensation claims, which later develop into GL claims.
- S. Unintentional Omission.** This provision ensures that the omission of, or error in, any information provided by the named insured, and upon which we relied in issuing the policy, shall not prejudice the named insured’s rights, as long as the omission or error is unintentional. However, this provision does not affect our right to collect additional premium, or to exercise our right of cancellation or nonrenewal, in accordance with applicable insurance laws or regulations.
- T. Blanket Waiver Of Subrogation.** This provision allows for the waiver of our right of recovery against others if the named insured has agreed in a written contract or agreement to waive their right of recovery against any person or organization, but only for payments we make because of “bodily injury” or “property damage” that occurs; or “personal injury” or “advertising injury” caused by an offense committed after the named insured has signed and executed that contract or agreement.

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Amendment Of Bodily Injury Definition	CG D4 09 04 08	New Form	E-GL-O	[B] This endorsement replaces the definition of “bodily injury” in the Commercial General Liability Insurance Coverage Form CG 00 01 to require physical harm, sickness or disease, and to clarify that mental anguish or emotional distress is only within the definition of “bodily injury” if it results from physical harm, sickness or disease. A comparison of the new and replaced definitions is shown below.

ISO CG 00 01 10 01 Definition of Bodily Injury (being replaced by CG D4 09 04 08 below):

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Note: The following phrase continues to apply in CG 00 01, in 1.e. of the Insuring Agreement (Section I): Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

CG D4 09 04 08 Definition of Bodily Injury:

“Bodily injury” means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.